U.S. Department of Justice Washington, DC 20530

Exhibit A To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. 1. Name and address of registrant 2. Registration No. CARIBBEAN, TOURISM DEVELOPMENT CORPORATION 4. Principal address of foreign principal ONE FINANCIAL PLACE, LOWER COLLYMORE ROCK Name of foreign principal CARIBBEAN TOURISM ORGANIZATION WEST INDIES ST. MICHAEL, BARBADOS, 1000 PONCE DE LEON AVE., 5TH FLOOR SAN JUAN, P.R. 00907 CARIBBEAN HOTEL ASSOCIATION CES/REGISTRATION UNIT 5. Indicate whether your foreign principal is one of the following: Foreign government Foreign political party Foreign or domestic organization: If either, check one of the following: Partnership ☐ Committee Corporation ☐ Voluntary group ☐ Association Other (specify): ☐ Individual-State nationality 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. N/A b) Name and title of official with whom registrant deals. 7. If the foreign principal is a foreign political party, state: a) Principal address. N/A b) Name and title of official with whom registrant deals. c) Principal aim.

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8. If the foreign pri	ncipal is not a foreign government or	a foreign political	party,		
a) State the	nature of the business or activity of this	s foreign principal			
PROMOTION	OF SUSTAINABLE TOURIS	SM DEVELOPM	ENT IN THE CARI	BBEAN	
b) Is this fo	reign principal		•		
Supervised b	y a foreign government, foreign politic	cal party, or other fo	reign principal	Yes 🗌	No 🖺
Owned by a	foreign government, foreign political p	arty, or other foreig	n principal	Yes 🛚	No 🗆
Directed by a foreign government, foreign political party, or other foreign principal					No X
Controlled b	y a foreign government, foreign politic	al party, or other for	eign principal	Yes 🛚	No 🗌
Financed by	a foreign government, foreign political	party, or other fore	ign principal	Yes 🛚	No 🗌
Subsidized i	n part by a foreign government, foreigr	political party, or c	other foreign principal	Yes 🛚	No 🗌
9. Explain fully all it	ems answered "Yes" in Item 8(b). (If ad	lditional space is nee	eded, a full insert page mus	t be used.)	
10. If the foreign pri principal, state w	ncipal is an organization and is not own no owns and controls it.	ed or controlled by a	foreign government, forei	gn political party	or other forei
SEE ATTAC	CHED LISTS				
Date of Exhibit A	Name and Title		Signature		
1/31/08	HUGH RILEY, DIRECTOR	3	My	e ·	

EXHIBIT A 9 10



CTO MEMBER COUNTRIES

Anguilla

Antigua and Barbuda

Aruba

Bahamas

Barbados

Belize

Bermuda

Bonaire

British Virgin Islands

Cayman Islands

Cuba

Curacao

Dominica

Dominican Republic

Grenada

Guadeloupe/St. Barts/St. Martin

Guyana

Haiti

Jamaica

Martinique

Montserrat

Puerto Rico

St. Eustatius

St. Kitts and Nevis

St. Lucia

St. Maarten

St. Vincent & the Grenadines

Suriname

Trinidad and Tobago

Turks and Caicos Islands

United States Virgin Islands

Venezuela

Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov/. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
CARIBBEAN TOURISM DEVELOPMENT CORPORATION	5910
3. Name of Foreign Principal	
CARIBBEAN TOURISM ORGANIZATION	
	21 CRM
Check Appro	opriate Boxes:
4. The agreement between the registrant and the above-named fore a copy of the contract to this exhibit.	ign principal is a formal written contract. If this box is checked, attach
5. There is no formal written contract between the registrant and the principal has resulted from an exchange of correspondence. If this box copy of any initial proposal which has been adopted by reference in such	
6. The agreement or understanding between the registrant and the exchange of correspondence between the parties. If this box is checked oral agreement or understanding, its duration, the fees and expenses, if a	l, give a complete description below of the terms and conditions of the
CARIBBEAN TOURISM ORGANIZATION JOINT ASSOCIATION, SHALL PROVIDE MARKETING PROMOTE TRAVEL TO THE CARIBBEAN	OWNER WITH CARIBBEAN HOTEL SERVICES IN THE AMERICAS AND TO

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the a	ctivities the registrant engages in or proposes to en	ngage in on behalf of the above foreign principal.	
PROMOTION TOURISM		TO ENHANCE SUSTAINABILITY OF OPMENT OF THE CARIBBEAN.	
9. Will the activities o footnote below?	n behalf of the above foreign principal include po Yes \(\sime\) No \(\bar{\mathbb{L}}\)	litical activities as defined in Section 1(o) of the Act and in the	
	uch political activities indicating, among other the ployed to achieve this purpose.	ings,_the_relations,_interests_or_policies_to_be_influenced_together.with	l
			
	*		
Date of Exhibit B	Name and Title	Signature	_
1/31/08	HUGH RILEY, DIRECTOR	Myling	
any agency or official of the	Government of the United States or any section of the public	the person engaging in believes will, or that the person intends to, in any way influence within the United States with reference to formulating, adopting, or changing the interests, policies, or relations of a government of a foreign country or a foreign political	

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MEMORANDUM OF UNDERSTANDING AND JOINT COOPERATION BETWEEN

THE CARIBBEAN TOURISM ORGANIZATION (CTO)

THE CARIBBEAN HOTEL ASSOCIATION (CHA) FOR THE COHERENT, EFFECTIVE AND EFFICIENT DEVELOPMENT OF CARIBBEAN TOURISM

There has been considerable discussion over the years on the need for full cooperation and collaboration between the public and private sectors of the Caribbean tourism industry in order for tourism development to proceed in a coherent, effective and efficient manner. We already collaborate in a number of specific areas and already exchange directors on each other's boards but we have stopped short of establishing a process under which our collaboration is pervasive and permanent. This document is intended to provide written evidence of that intent and we set out hereunder some of the principles under which we wish to proceed.

The Boards of Directors of CTO and CHA hereby and hereafter agree that:

- 1. The tourism industry in the Caribbean functions best when both the private and public sectors work toward a common set of goals.
- 2. CHA, being an Association of Associations, and recognizing that many of its constituent associations also represent non-hotel tourism interests, will be seen to be the principal regional representative of the private sector of Caribbean tourism and CTO will be seen to be the principal public sector representative and we wish our collaboration to be a model that our members can follow in their national jurisdictions.
- We recognize that by reason of the differences in constituencies that we represent, there are and will always be some fundamental areas of natural conflict in style and focus between the public and private sectors, but we will acknowledge and respect those differences as long as they are not inimical to our long term goals.
- 4. We will establish joint commercial projects as far as legally and constitutionally possible and we will share the proceeds of those projects on a 50/50 basis unless we agree to do otherwise and the alternate arrangements are agreed in writing.
- 5. We will establish a joint Annual Caribbean Tourism Summit (ACTS) to bring the highest focus on he needs of Caribbean Tourism to the attention of the leaders of the Caribbean and the leaders of our industry in both the public and private sectors.

- 6. We will cross promote attendance at all of our individual conferences by ensuring that some specific content of each conference has a clear appeal to the membership of the other organization.
- 7. We will develop and trademark a single Caribbean logo; we will have a common consumer web site that will be promoted jointly by both organizations and we will seek to have all of our members promote the site along with their corporate or national sites. Any new logo developed under this agreement, and any new website 'URL', or 'URL's' will be equally owned by both organizations. The logo can be used by one of the two organizations only with the prior written approval of its counterpart hereunder. This restriction will survive the termination or expiration of this agreement. Also, upon termination or expiration of this agreement, both organizations will agree to remove the website from the Internet unless under mutually agreeable terms and conditions one of the parties to this agreement receives the right to maintain the site upon the expiration or cancellation of this agreement.
- 8. We will explore the possibility of having a single site for both our memberships and if that is not feasible we will look at the possibility of enabling members from each site access to the content of both members' sites.
- 9. In most of our commercial ventures, we intend, whenever necessary, to engage partners with the appropriate expertise in the relevant area to manage and execute the venture as an independent business with a contractual arrangement to compensate CTO/CHA direction/endorsement and for lending our Caribbean name to the venture. We will ensure that CTO/CHA have minimum or no liability arising out of the particular activity. All of these commercial ventures will be overseen by a joint Executive Committee comprising four members from each organization that must include the Chairman and President of CTO and CHA, respectively, and the Secretary General and Director General of each organization, respectively. Each Executive Committee will appoint two additional members from their respective Executive Committee for a period not to exceed two years.
- 10. In the area of external advocacy, especially in the United States and in the European Union, it will be necessary to deliver, jointly and separately, lobbying activities in a coordinated manner in order to enhance the development of Caribbean tourism. To this end, there will be regular exchange on matters of mutual interest and where appropriate, there shall be coordinated actions. The objective shall be to make the best use of resources, relationships and information flows.
- 11. For the purposes of developing annual business and operating plans, the Executive Committees of each organization will be treated as a common Executive Committee to enable full and complete input before our plans are presented to our respective Boards for ratification. We each understand fully, that each Board has the right to accept or reject any and all recommendations.

- 12. In order to establish the long term recognition of our intent both symbolically and actually, CTO and CHA will engage a linchpin employee whose compensation and expenses will be covered by CTO/CHA on a 50/50 basis.
- 13. The ultimate intent of this collaboration is to provide the peoples of the Caribbean with ever increasing economic and social benefits from tourism and to provide our membership with ever expanding services while keeping their membership contributions to a minimum.
- 14. This Memorandum of Understanding will remain in full force and effect unless modified in a manner agreed and approved in writing by both parties or terminated by either party with six months written notice and agreed disposition of any assets accumulated under this agreement.

This Memorandum of Understanding will take effect on the date of the last signatures of the parties shown hereunder:

Pamela C. Richards	Berthia M. Parle, MBE
Chairman	President
Caribbean Tourism Organization	Caribbean Hotel Association
Date:	Date: